

SAMMYE RICHARDSON, ON BEHALF OF
HERSELF AS AN INDIVIDUAL, WRONGFULLY
SUED AS AN INDIVIDUAL AND
FRAUDULENTLY PREVENTED FROM
PERFORMING HER DUTIES AS A TRUSTEE TO
("BAKARFIT") AND FOR ALL SIMILARLY
SITUATED PERSONS

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Appearing as Party by Joinder in pro se

MICHAEL A. RICHARDSON, ON BEHALF OF
HIMSELF AS AN INDIVIDUAL, AND
BENEFICIARY OF ("BAKARFIT"), WHOSE CIVIL
RIGHTS WERE VIOLATED AS AN INDIVIDUAL
AND AS A BENEFICIARY OF HIS TRUST AND
WHO WAS FRAUDULENTLY PREVENTED
FROM BENEFITTING AS BENEFICIARY OF
("BAKARFIT") AND FOR ALL SIMILARLY
SITUATED PERSONS

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Appearing as Party by Joinder in Pro se

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION
1100 Commerce Street, 14th Floor, Room 1452
Dallas, Texas 75242**

Positive Software Solutions Inc et al

v.

Susman Godfrey LLP et al

PARTY BY JOINDER

SAMMYE RICHARDSON, ON BEHALF OF HERSELF AS
AN INDIVIDUAL, WRONGFULLY SUED AS AN
INDIVIDUAL AND FRAUDULENTLY PREVENTED
FROM PERFORMING HER DUTIES AS A TRUSTEE TO
("BAKARFIT") AND FOR ALL SIMILARLY SITUATED
PERSONS

Party by Joinder

U.S.C. 11 §§ 723 523 et seq CONTROLLED:

3:07CV1422-O POST DC# [IFP]

MOTION TO JOIN DC#112, 113,114 IN
OPPOSITION AND OBJECTION TO DC#111 IN
SUPPORT SEE ATTACHED EX. MARKED A.

Related case: 3:03cv257_N
Related case: 3:03cv0949-P:
Related case DE BK07-10516(KJC)

Honorable Judge: O'Connor

1 Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and;
DC#24 in 3:09 cv0949

MICHAEL A. RICHARDSON, ON BEHALF OF HIMSELF
AS AN INDIVIDUAL, AND BENEFICIARY OF
("BAKARFIT"), WHOSE CIVIL RIGHTS WERE
VIOLATED AS AN INDIVIDUAL AND AS A
BENEFICIARY OF HIS TRUST AND WHO WAS
FRAUDULENTLY PREVENTED FROM BENEFITTING
AS BENEFICIARY OF ("BAKARFIT") AND FOR ALL
SIMILARLY SITUATED PERSONS

JURY TRIAL RIGHT PRESERVED

Party by Joinder

JOINDER AND OFFER OF SUPPORTING CASE LAW

(Bankruptcy Fraud)

PARTY BY JOINDER SAMMYE RICHARDSON, AND MICHAEL RICHARDSON collectively, and individually motion honorable court to allow Movants to join Plaintiffs in the docketed entries marked DC#112,113,114 in opposition to DC#111, and by concurrently filed objection to the same filed in related cases under other docket entries, specifically DC#603, DC#603-2, DC#603-3 in 3:03cv257-O and DC#24 in 3:09cv0949.

In all three cases the joinder is restricted to the extent of the information that is not sealed.

In support see attached herein find Ex. Marked (A), B,C,D, in the order attached:

The joinder binds the collective activities of parties known as ("NCFC"), and cohorts, or associates in fact or trust, legally described as, agents, principals, bond holders, liability insurers, bankruptcy trustees liability bond, title insurers, escrow holders acting as revolving doors, business associates, attorneys, partners, shareholders, employees etc, and 1099 operators during at all relevant times collectively ("NCFC"), as individuals, separately and collectively identified for the limited purpose of the Delaware Bankruptcy proceedings as follows inclusive of the parties listed in adverse proceedings who may not be identified herein:

Debtors in possession, (New Century Financial Corporation (f/k/a New Century REIT, Inc.), a Maryland corporation; New Century TRS Holdings, Inc. (f/k/a New Century Financial Corporation), a Delaware corporation; New Century Mortgage Corporation (f/k/a JBE Mortgage) (d/b/a NCMC Mortgage Corporate, New Century Corporation, New Century Mortgage Ventures, LLC), a California corporation; NC Capital Corporation, a California corporation; Home

² Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and; DC#24 in 3:09 cv0949

Corporation (f/k/a The any loan Corporation, 1800anyloan.com, Anyloan.com), a California corporation; New Century Credit Corporation (f/k/a Worth Funding Incorporated), a California corporation; NC Asset Holding, L.P. (f/k/a NC Residual 11 Corporation), a Delaware limited partnership; NC Residual 111 Corporation, a Delaware corporation; NC Residual IV Corporation, a Delaware corporation; New Century R.E.O. Corp., a California corporation; New Century R.E.O. 11 Corp., a California corporation; New Century R.E.O. 111 Corp., a California corporation; New Century Mortgage Ventures, LLC (d/b/a Summit Resort Lending, Total Mortgage Resource, Select Mortgage Group, Monticello Mortgage Services, Ad Astra Mortgage, Midwest Home Mortgage, TRATS Financial Services, Elite Financial Services, Buyers Advantage Mortgage), a Delaware limited liability company; NC Deltex, LLC, a Delaware limited liability company; NCoral, L.P. a Delaware limited partnership) and adversarial case parties and named defendants Gregory J. Schroeder, et al.: New Century Holdings, INC., a Delaware Corporation, et al.; Wells Fargo Bank N.A. a/k/a Wells Fargo ITS, as trustee of the trust formed under the New Century Financial Corporation, Supplemental Benefit and Deferred Compensation Trust Agreement; Harold A. Black, Frederic J. Foster, Donald E. Lange, Michael M. Sachs, in their capacity as the Compensation Committee of the Board of Directors of New Century Financial Corporation and therefore the Plan Administrator, and any successors thereto and any Committee (as defined in the Plan) appointed by the Plan Administrator; and the official committee of unsecured creditors Wells Fargo Bank N.A. a/k/a Wells Fargo ITS,".

In support, please review the following obtained from Public record as to the associates in fact credibility:

"Such inducements, or kickbacks, are prohibited so that title companies do not discriminate in their charges to customers," Quackenbush said. "This prohibition also ensures that the interests of consumers are the primary concern of a consumer's real estate agent who might otherwise be tempted by the rebate or kickback to place the interests of the consumer as secondary." Also, First American's Los Angeles County title operation was prohibited from participating in any marketing activities and accepting any new orders for a one-day period. The company also agreed that its Los Angeles residential sales force would not market residential title services for a period of five business days

First American and Fidelity Title Insurance etc has/have agreed to cease the following activities:

- Paying for escrow coordinators or marketing representatives in the offices of real estate licensees, and payment of rent in real estate offices;
- Providing printing services to real estate licensees
- Providing computer hardware or non-proprietary software, as well as computer support, to real estate licensees
- Making gifts to real estate licensees, as well as providing food and beverages at open house events for real estate licensees

³ Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and; DC#24 in 3:09 cv0949

- *Providing funding for special events held by real estate licensees, such as office open houses and grand openings, sales retreats, telemarketing nights, Christmas and holiday parties, awards meetings, banquets and office parties*
- *Paying for special events of its own, in violation of prescribed limitations on the amount of such entertainment and the circumstances where such entertainment is appropriate*
- *Paying for various forms of business support to real estate licensees*
- *Paying for, on behalf of real estate licensees, training on subjects unrelated to the business of title insurance*
- *Constructing and falsifying records in the Los Angeles office to conceal the payment of unlawful consideration.*

Followed by:

Latest Title and Escrow Suit Seeks Billions from Fidelity - 06/18/99.

Latest Industry Suit Raises Red Flag for Consumers - 05/24/99.

<http://www.bizjournals.com/denver/stories/2005/02/21/daily8.html>

<http://www.firstam.com/content.cfm?id=2498>

<http://www.colorado.gov/governor/press/february05/insurance.html>

<http://www.realestatejournal.com/buysell/taxesandinsurance/20050301-draper.html>

http://realtytimes.com/rtcpages/19991108_firstamtitle.htm

<http://www.ins.state.ny.us/invstcomp.htm#ra>

Supporting proof of similar pattern, greed, and ability to commit crime with open disdain of the law:

State of California Vs. First American Title et al;

State of New York Vs. First American Title et al;

State of California Vs. Fidelity Title;

State of Colorado Vs. First American Title;

State of Colorado Vs. Fidelity Title and

Dozens more cases against defendants and layers are reflected by sample:

Guzman V. Ocwen Federal Bank, the District Court Nueces, Texas, Judicial District cv03-61011-

2. *Texas Jury Rules Against Ocwen Sealy Davis vs. Ocwen, Friday, December 02, 2005 issued*

judgment of 11.5 million against Ocwen Financial (NYSE: OCN) by Texas's 212th District Court.

Schimpf v. OCWEN Federal Bank, FSB et al - 2:2008cv00178, Oct 6, 2008 Texas Northern

District Court - Real Property (Ex.14).

Federal securities commission on behalf of purchasers of common stock and other securities of ("New Century Financial Corp. (a mortgage finance company) v. New Century Financial Corp.

A Class action U.S District Court for the Southern District of New York by Kahn Gauthier Swick, LLC ("KGS") v. New Century Financial Corp. ("New Century") in the U.S. District Court for the Central District of California,

The California Corporations Commissioner, Complainant, vs. New Century Mortgage Corporation, Southern Division for Violations of The Securities Act of 1933 §§ 11, 12(a)(2) and 15, for liability and making false statements in its Registration Statement and Proxy/Prospectus.

4 Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and; DC#24 in 3:09 cv0949

1 Respectfully submitted by Movant Sammye A. Richardson and joined by Movant Michael
2 Richardson.

3 Dated: August 20, 2009.

4 _____/S//_____
5 MICHAEL A. RICHARDSON, on behalf of himself as
6 an individual, and beneficiary of ("BAKARFIT"),
7 whose civil rights were violated as an individual and
8 as a beneficiary of his trust and who was
9 fraudulently prevented from benefitting as
10 beneficiary of ("BAKARFIT") and for all similarly
11 situated persons

12 _____/S//_____
13 SAMMYE RICHARDSON, on behalf of herself
14 As an individual, wrongfully sued as an
15 Individual and fraudulently prevented
16 From performing her duties to ("BAKARFIT")
17 and for all other similarly situated persons
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I. RELEVANT TIMELINE:

- 1995 or 1996 (“NCFC”) and its layers get a license to run a financial business in Delaware.
- (“NCFC”) and its layers entered into an (A) paper Movant’s life by solicitation late 2000.
- October 30, 2001 through November 2001
- May 20, 2003 or thereabout a Texas federal Honorable Judge Godbey bars (“NCFC”) and subsidiaries from fraud and other crimes.
- May 23, 2003 or thereabout California relicenses New Century to do business with head office in Irvine California
- March 13, 2007 NYSE delisted (“NCFC”) from trading.
- March 16, 2007 only then the California State issue its cease and desist order for financial fraud.
- 2000-2006 through April 02, 2007 no takers for (“NCFC”)’s loan making operation;
- April 02, 2008 (“NCFC”) and many of its affiliates file for Bankruptcy protection in Delaware.
- April 27, 2007 (“NCFC”) auditor KPMG LLP (“KPMG”) resigned as independent auditor.
- 2007 DE. BK. Examiner certifies that 2005-2006 financial statements filed by (NCFC”) are false
- April 02-04, 2007: alleged change of title from non owner Sammye Richardson to (DLJ), the homesteaded estate owned and operated by the family LLC and (“BAKARFIT”) Trust from 1998.
- May 24, 2007 (“NCFC”) specifically “*announced that its financial statements for the year ending December 31, 2005 also should not be relied upon*”.
- July 2004 through 2006 rampant crime spree and illegal takeovers of dozens of properties.
- April 03, 2007 through May 22, 2008- June 17, 2007 (“NCFC”) attempts break-ins of beneficiaries individual homesteads listed in S-1500-cl-216249 Kern County after a successful takeover of property listed in c2006-6164 priorly; while continuing billing plaintiffs for mortgage payments and so collected or attempted to be collected.
- May 22, 2007-June 17, 2007 (“NCFC”) affiliate/agent (DLJ) claims ownership of sammye Richardson’s interest to sue Sammye Richardson as a inconsequential tenant through a simple unlawful detainer action for a mere ten thousand dollars purchase price (S-1500-CL-216249) from a property worth around a million dollars owned by her trust.
- April 03, 2007-May 22, 2007- defendants, (“NCFC”) et al hire the Jackson Firm and when they are caught in wrongdoing to justify jurisdiction as Attorney for (“NCFC”) in comes “Nunley” to extort and blackmail Plaintiff, outside of bankruptcy court through a shopped and inferior limited “KCSC” Magistrate, in a federal question of law by violating the exclusive jurisdiction of the Bankruptcy

⁶ Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and; DC#24 in 3:09 cv0949

1 court to obtain an order to cover up prior title conversion while the property was subject to
2 bankruptcy stay by an order.

- 3 • 2007-2009 Examiners Report admitting Debtor's in Bankruptcy may have misrepresented and lied.
- 4 • **May 22, 2009** posting of Eviction on May 28, 2009 under S-1500-CL-216249
- 5 • **May 28, 2009 Assault with a deadly weapon, Conversion of soft and hard assets.**
- 6 • **June 12, 2009 Conversion**

7 **P.S. Anywhere Plaintiffs mention one case number when it should mean another the case that**
8 **contains the filed document is the instant case.**
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26 7 Related matters 3:09CV0949-P and 3:03cv257-N filed in response to DC#603, DC#603-2, DC#603-3 in 3:03cv257 and;
27 DC#24 in 3:09 cv0949
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4 **II. TABLE OF EXIBITS.** Partial List of Table of Exhibits, to be supplemented
5 **Exhibit 18:** Pages 1,2,3,4, from Bankruptcy Examiner 550 page report confirm Bankruptcy fraud, a non
6 dischargeable offence according to U.S.C. 11 sections 727 and 523 et seq
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9 **UNITED STATES BANKRUPTCY COURT**
10 **FOR THE DISTRICT DELAWARE**

11 **In re:** § **Chapter 11**
12 §
13 **NEW CENTURY TRS HOLDINGS, INC.,** § **Case No. 07-10416 (KJC)**
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16 **KIRKPATRICK & LOCKHART**
17 **PRESTON GATES ELLIS LLP**
18 **1601 K Street, N.W.**
19 **Washington, D.C. 20006**
20 **(202) 778-9000**
21 **(202) 778-9100 (fax)**
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(Exhibit 19): Supporting evidence that the Bankruptcy court was clearly in error to allow serial financial predators to continue as *debtors in possession* holding in trust third party victims funds.

Feb. 7 (Bloomberg) -- New Century Financial Corp., the biggest subprime lender in bankruptcy, must face a five-year-old lawsuit overseen by a Texas judge who says the company and its lawyers deceived him in the case worth as much as \$580 million.

- U.S. Bankruptcy Court Judge Kevin Carey in Wilmington, Delaware, yesterday said he would allow Positive Software Solutions Inc. to try to revive a copyright lawsuit against New Century before U.S. District Judge David C. Godbey in Dallas. In October, Godbey ordered two New Century Attorneys, Barry C. Barnett and Ophelia F. Camina, to explain why they shouldn't be disciplined for their actions in that case.
- "New Century did exactly the opposite of what it represented," Godbey said in a 2004 ruling in which he found that the mortgage lender violated a protective order in the Positive Software case.
- This is the second time New Century officials have been accused of deceiving a court representative. Bankruptcy court examiner Michael Missal claimed in a report made public last month that the company misled him during an investigation requested by Carey into New Century's use of escrowed funds.
- Positive Software submitted a \$580 million bankruptcy claim against New Century related to the lawsuit. The software company accused New Century in the Texas case of failing to pay licensing fees for loan-application software.
- 'Preposterous' Allegations
- Camina called Positive's allegations "preposterous." "We absolutely deny unequivocally Positive's claims and we fully expect to be vindicated," Camina said yesterday in a phone interview.
- Barnett declined to comment, referring questions to Susman partner Eric J. Mayer, who didn't return calls for comment.
- New Century attorney Russell C. Silberglied told Carey that the company expects to prevail when it returns to Texas to face Godbey. Company attorney Suzanne Uhland declined to comment after the hearing.
- The assets of Positive Software were purchased by Chelmsford, Massachusetts-based Aspect Software Inc. in 2004 while the lawsuit against New Century was being litigated. Aspect didn't buy Positive's stock or the company's name and isn't involved the lawsuit, Aspect's attorney, Douglas Vincent, said in a phone interview.
- 25 Lawsuits
- Before New Century filed for bankruptcy last year, state regulators revoked its lending licenses, federal officials started two investigations and shareholders filed more than 25

lawsuits claiming securities violations, according to court papers.

- The company filed a bankruptcy liquidation plan that doesn't say how much money creditors will be repaid. Unsecured creditors, those without any collateral backing their claims, are owed about \$7.4 billion, the company estimates.
- New Century initially won an arbitration ruling against Positive Software over the copyright claims. Godbey threw out that decision in a ruling that was critical of the company and its lawyers. Godbey's ruling was later sent back to him by an appeals court for reconsideration.
- In the 2004 ruling that was later overturned, Godbey accused New Century and its lawyers of violating a protective order he issued in the case. Company lawyers had been ordered to take control of all copies of the loan software in dispute to prevent New Century employees from using it, according to court records.
- 'Duty of Candor'
- Godbey found company lawyers allowed New Century to continue using the software. "That is wholly inconsistent with a lawyer's duty of candor toward the court."
- Because New Century filed for bankruptcy, Positive Software was unable to ask Godbey to rule in its favor on the original copyright claims without permission from Carey, the judge overseeing the lender's Chapter 11 case.
- The bankruptcy case is *In re New Century TRS Holdings Inc.*, 07-10416, U.S. Bankruptcy Court, District of Delaware (Wilmington). The case against the lawyers is *In re. Barry C. Barnett*, 07-00093, U.S. District Court, District of Texas (Dallas). The case against New Century is *Positive Software v. New Century Mortgage*, 03-00257, U.S. District Court, District of Texas (Dallas).